



Real Estate Department

Work Order No.: A0003125
Circuit: Pontiac-Kern-Bloomfield
Business Unit: ITC

Date: February 28, 2017
To: Records Center
From: Margaret Wessel Walker
mwalker@itctransco.com
Real Estate
Subject: Vegetation Management Easement
Parcel ID: 14-22-452-013
PKB 2724

Attached are documents related to the acquisition of a Vegetation Management Easement dated November 8, 2013 to International Transmission Company (ITC) from Verinioque Chambers, whose address is 437 Thors St, Pontiac, MI 48307.

The easement was acquired for additional rights needed and located in Part of Section 22, City of Pontiac, Oakland County, MI (T3N R10E).

The consideration given for the aforementioned acquisition was **\$1621.20**

The acquisition was negotiated by NSI Consulting and Development.

Please incorporate into Right of Way File No.: **T72828**

Attachment (s)

CC: M. Ely
N. Spencer
S. Gagnon
J. Gruca
K. Jenkins
C. Scott
J. Andree
Fixedassetsgroup@itctransco.com

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2013 DEC -6 PM 2:42

50720
LIBER 46896 PAGE 69
\$13.00 MISC RECORDING
\$4.00 REMONUMENTATION
03/27/2014 02:08:28 P.M. RECEIPT# 28609
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
MAR 27 PM 1:57

VEGETATION MANAGEMENT EASEMENT

On November 8th, 2013, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent easement ("Easement") over, under, across and through a part of Grantor's Land called the Easement Strip, as herein described.

Grantor is: Verinioque Chambers, a single woman.

Grantee is: International Transmission Company, a Michigan corporation, of 27175 Energy Way, Novi, Michigan 48377.

Grantor's Land is in the City of Pontiac, County of Oakland and State of Michigan and is described as follows:

Lot 21, Herrington Hills Subdivision, as recorded in Liber 80, 21 and 22, of Plats, Oakland County Records.

More commonly known as: 437 Thors St.

Parcel ID: 14-22-452-013

Grantor represents and warrants to Grantee that Grantor is the present owner in fee simple of Grantor's Land.

The Easement Strip is within Grantor's Land, and is described as:

A strip of land beginning at the **Westerly** line of Grantor's Land and continuing to a line lying **75 feet Easterly** of, and parallel to, the centerline of the Easternmost electric transmission structures currently located on or adjacent to Grantor's Land.

- 1. Purpose:** The purpose of this Easement is to allow Grantee the perpetual right to enter at all times upon Grantor's Land to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush now or hereafter standing or growing within the Easement Strip.
- 2. Restoration:** Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up the Easement Strip in accordance with best management practices for utility rights of way.

21
E

RECEIVED

OK - MH

3. **Limited Use; Nonuse:** Nonuse or limited use of the rights herein granted shall not prevent later use to the full extent herein conveyed.

4. **Original Grant of Easement:** Nothing contained in this Easement shall be construed as releasing or impairing any rights or privileges granted to Grantee or The Detroit Edison Company under any existing grant of easement ("Original Grant of Easement") relative to the Easement Strip. To the extent this Easement grants rights and privileges to either party not granted in the Original Grant of Easement, the Original Grant of Easement is hereby amended to include the additional rights and privileges granted by this Easement. If, in any other way, any term, condition or provision of this Easement is inconsistent with or conflicts with one or more provisions of the Original Grant of Easement, the term, condition or provision of this Easement shall control, and to that extent, the Original Grant of Easement is hereby amended. The Original Grant of Easement, insofar as it may cover and relate to land other than Grantor's Land, shall remain in full force and effect in accordance with all of its terms, conditions and provisions.

5. **Successors:** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

This Easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

GRANTOR

Verinioque Chambers
Verinioque Chambers

Acknowledged before me in Oakland County, Michigan, on this 8th day of November, 2013, by Verinioque Chambers.

Megan Spertling, Megan Spertling, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires March 13, 2014

MEGAN SPERLING
Notary Public- Michigan
Oakland County
My Commission Expires March 13, 2014

Prepared by:
Patricia T. Murphy (P61872)
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

When recorded return to:
NSI Consulting & Development
24079 Research Drive
Farmington Hills, MI 48335

11/11/2013

Verinioque Chambers

**1,621.20

One Thousand Six Hundred Twenty-One and 20/100*****

Verinioque Chambers
P.O. Box 71212
Rochester Hills, MI 48307

easement 2724 3125 3745-3744, 6946-6945

Verinioque Chambers
2028 · Easement Acquisition

11/11/2013

easement 2724 3125 3745-3744, 6946-6945 437 Th

1,621.20

ITC Chase Escrow easement 2724 3125 3745-3744, 6946-6945

1,621.20

Verinioque Chambers
2028 · Easement Acquisition

easement 2724 3125 3745-3744, 6946-6945 437 Th

11/11/2013

1724
1,621.20

PAYMENT
RECORD

ITC Chase Escrow easement 2724 3125 3745-3744, 6946-6945

1,621.20

**DIRECTION REGARDING DISPOSITION OF VEGETATION
UPON INITIAL CLEARING**

Veronique Chambers ("Owner") is the owner(s) of the property located at 437 Thops Pontiac Mi 48342, Oakland County, Michigan. (the "Property");

INTERNATIONAL TRANSMISSION COMPANY, a Michigan corporation, with an address of 27175 Energy Way, Novi, Michigan 48377, and its successors and assigns ("ITC") has an easement on the Property;

ITC or its agents have the right at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush in accordance with the terms of the Easement; and

To the extent ITC cuts, trims, removes or destroys trees, bushes or brush ("Vegetation") in accordance with the terms of the Easement, Owner has requested that all such Vegetation be handled by ITC in the following manner:

- V.C. ✓ Stack all Vegetation (greater than 6 inches d.b.h.) off the Easement Area and leave on Property as noted below.
- V.C. ✓ Chip Vegetation (under 6 inches d.b.h.) and broadcast on Easement Area.
- V.C. ✓ Remove all Vegetation from the Property except small debris, as such small debris is defined in ITC's sole discretion.
- M.C.M. Other: _____

Nothing in this document shall be deemed to modify, alter or amend the easement in any way. This document shall not be assigned by Owner, shall not be recorded, and does not run with the land. As is consistent with standard utility practice, it is understood that ITC does not grind or remove stumps. I understand that trees that are removed will be cut as close to the ground as possible given the surrounding terrain, fences, rocks, etc. The cambial layer of stumps shall be treated with an herbicide to limit sprouting. Further, I acknowledge that ITC or its agents may need to make ingress/egress onto my property with vehicles and/or equipment necessary to effectuate the option that I have chosen above.

Signed this 8th day of November, 2013.

OWNER:
Veronique Chambers

Bloomfield-Tempest 14-22-452-013



Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.



L. Brooks Patterson
Oakland County Executive

Date Created: 5/19/2011



437 THORS ST PONTIAC MI 48342-1968



3 beds / 1 full baths / 0 half baths / 967 sq ft

Residential Property Profile

14-22-452-013

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

Owner Information

Owner(s) : VERINIOQUE CHAMBERS
Postal Address : 987 BRISTON ROCHESTER HILLS MI 48307

Location Information

Site Address : 437 THORS ST PONTIAC MI 48342-1968
PIN : 14-22-452-013 Neighborhood Code : RDS
Municipality : City of Pontiac
School District : 210 PONTIAC CITY SCHOOLS
Class Code : 401 RES IMP (Includes prior SI-Suburban Imp.)

Property Description

T3N, R10E, SEC 22 HERRINGTON HILLS SUB. LOT 21

Most Recent Sale Since 1994

Date : 05/29/2008
Amount : \$25,000 Liber : 40394:345
Grantor : U S BANK NATL ASN Grantee : CHAMBERS, VERINIOQUE

Next Most Recent Sale

Date : 06/19/2007
Amount : \$99,935 Liber : 39289:190
Grantor : FOSTER, SHARMELLE D Grantee : U S BANK

Tax Information

Taxable Value : \$27,930 State Equalized Value : \$27,930
Current Assessed Value : \$27,930 Capped Value : \$33,790
Effective Date For Taxes : 12/01/2010 Principal Residence Exemption : 0%
2009 Taxes 2010 Taxes
Summer : \$2,300.88 Summer : \$1,756.08
Winter : \$177.20 Winter : \$474.59
Village : Village :

Lot Information

Description : LEVEL Area : 0.170 ACRES

SEARCH OF TITLE

UFS Tract No. BF-TP-033.000, BF-WT-034.000

Effective Date: 9/01/2011 at 8:00 AM

REFERENCE NO.: UFS144

Subject to the limitations stated herein, this search consists only of entries recorded in the real estate records in the Office of the Register of Deeds for **Oakland** County, State of Michigan, affecting land situated in the **City of Pontiac**, described as follows:

Lot 21, "Herrington Hills Subdivision" according to the Plat thereof, filed in Liber 80, Page(s) 21, records of Oakland County, State of Michigan.

CURRENT OWNER:

Verinioque Chambers

CONVEYANCES:

1. Deed from U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-BC4731 to Verinioque Chambers, recorded 06/18/2008 in Liber 40394 Page 345, Oakland County Register of Deeds.
2. Sheriff's Deed on Mortgage Sale to U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-BC4731, recorded 06/26/2007 in Liber 39289 Page 190, Oakland County Register of Deeds. Foreclosed on a mortgage executed by Deneice Foster.
3. Quit Claim Deed from Estate of Almarita Foster, Deceased, Oakland County Probate File No. 2002-282905-DE to Sharmele Denece Foster, recorded 08/23/2005 in Liber 36119 Page 670, Oakland County Register of Deeds. Letters of Authority in Liber 36119 Page 680, OCR
4. Quit Claim Deed from Almarita Foster, Single to Almarita Foster and Sharnelle Deneice Foster, recorded 05/03/1989 in Liber 10885 Page 447, Oakland County Register of Deeds.
5. Judgment of Divorce between Almarita Foster and Randolph Foster, recorded 05/03/1989 in Liber 10885 Page 443, Oakland County Register of Deeds. (Awards subject property to Almarita Foster)
6. Special Warranty Deed from Administrator of Veterans Affairs to Randolph Foster and Almarita Foster, spouse, recorded 03/14/1988 in Liber 10335 Page 585, Oakland County Register of Deeds.
7. Warranty Deed from Philip Stephen Tschirhart and Carol E. Tschirhart, his wife to Administrator of Veterans Affairs, recorded 01/25/1965 in Liber 4681 Page 694, Oakland County Register of Deeds.

THAT unreleased mortgages or liens affecting said real estate are not included in this report.

THAT there are no easements, rights of way, agreements or restrictions affecting said real estate, EXCEPT:

8. Restrictions and any other terms, covenants, conditions, agreements, obligations and easements disclosed by instrument recorded in Liber 3401 Page 243, in Liber 3407 Page 246 and in Liber 3459 Page 124, Oakland County Register of Deeds.
9. Easements disclosed by the subdivision plat – 10 foot private easement at westerly lot line reserved for public utilities.

TAXES:

Need assistance? Call Vanguard Customer Service at 248-643-9300 or email at customerservice@vgttitle.com

2011 Summer Taxes in the amount of \$1,479.48 are UNPAID.
2010 Winter Taxes in the amount of \$474.59 are UNPAID.
2010 Summer Taxes in the amount of \$1,756.08 are UNPAID.
Tax Parcel Identification: 14-22-452-013
Property Address: 437 Thors St., Pontiac, MI 48342
2011 State Equalized Value: \$27,930.00

NO LIABILITY is assumed for any matters not specifically set forth herein.

IMPORTANT NOTICE

THIS SEARCH IS NOT AN ABSTRACT OF TITLE OR OPINION OF TITLE, NOR DOES IT PROVIDE ANY TITLE INSURANCE COVERAGE. THE SEARCH IS FURNISHED TO THE APPLICANT FOR REFERENCE PURPOSES FOR THE APPLICANT'S USE ONLY. IT MAY NOT BE RELIED UPON AS EVIDENCE OF TITLE OR USED FOR DUE DILIGENCE INQUIRY UNDER ANY FEDERAL OR STATE ENVIRONMENTAL LEGISLATION. IF TITLE INSURANCE COVERAGE IS DESIRED, THE APPLICANT SHOULD REQUEST A COMMITMENT FOR A POLICY OF TITLE INSURANCE; IF INFORMATION IS NEEDED FOR DUE DILIGENCE INQUIRY, THE APPLICANT SHOULD REQUEST A RECORDED DOCUMENT GUARANTEE. BY REQUESTING AND ACCEPTING THIS SEARCH, WHICH IS FURNISHED AT A REDUCED RATE, THE APPLICANT AGREES THAT THE LIABILITY OF THE COMPANY FOR ERRORS AND/OR OMISSIONS HEREIN SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SEARCH.

VANGUARD TITLE AGENCY

By: _____

Need assistance? Call Vanguard Customer Service at 248-643-9300 or email at customerservice@vgtitle.com

LEN:0394:R345

OAKLAND COUNTY TREASURERS CERTIFICATE
PROPERTY TAXES
JUN 11 2008 005505

118737
LINE# 4594 PAGE 015
\$17.00 DEED - COMPILED
\$4.00 REDEMPTION
\$215.00 TRANSFER BY GRANTEE
04/18/2008 11:44:46 A.M. RECEIPT# 54721

PATRICK H. DONOHY, County Treasurer
1.00 DE Sec. 175, Act 204, 1963 as amended

FILE RECORDED - OAKLAND COUNTY
RITA JOHNSON, CLERK/REGISTER OF DEEDS

DEED "C"

KNOW ALL MEN BY THESE PRESENTS: U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-BC4731, by Wells Fargo Bank, N.A., its Attorney in Fact, whose Power of Attorney is attached for recording ("Grantor") whose address is 3476 State View Blvd., Fort Mill, SC 29715-7200

Convey(s) to: Veronique Chambers, a single woman, ("Grantee") whose address is 987 Briston, Rochester Hills, MI 48307

The following described premises situated in City of Pontiac, County of Oakland, State of Michigan is described as follows:

Lot 21, Harrington Hills Subdivision, as recorded in Liber 80, Page 21 and 22, of Plats, Oakland County Records.

Commonly known as: 437 Thorn St Parcel ID: 14-22-452-013

80021

For the full consideration of: Twenty Five Thousand Dollars and 00/100 (\$25,000.00)

Subject to existing building and use restrictions, deed restrictions, easements and zoning ordinances of record, if any. The Grantor covenants and agrees that the grantor as not previously done or committed or willingly suffered to be done or committed any act, matter, or thing that would cause the premises or any part of them to be charged or encumbered in fee, estate, or otherwise.

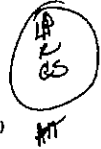
Dated this 29 day of May, 2008

Signed and Sealed
U.S. Bank National Association; as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-BC4731, by Wells Fargo Bank, N.A., its Attorney in Fact, whose Power of Attorney is attached for recording

By: [Signature] L.S.)

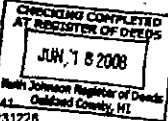
Ami Curtie

(Title): Assistant Vice President



Maryland
STATE OF
COUNTY OF Frederick

The foregoing instrument was acknowledged before me this 29 day of May, 2008 by Ami Curtie and [Signature] U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-BC4731, by Wells Fargo Bank, N.A., its Attorney in Fact, whose Power of Attorney is attached for recording



ATA 07-87844
Instrument
Drafted by Erin Raff

Business Address: Attorneys Title co J. Reed
31440 Northwestern Hwy, Ste. 160
Farmington Hills, MI 48334

Attorneys Title Agency, LLC
07-87841



USCA 0394 PC346

This premises may be located within the vicinity of farmland or a farm operation. Generally accepted agriculture and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

The grantor grants to the grantee the right to make (100%) division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

Recording Fee \$ _____
State Transfer Tax \$ _____
County Transfer Tax \$ _____

Send subsequent tax bill and recorded deed to:
Veronique Chambers
987 Bristol
Rochester Hills, MI 48307

LIBER 4 0394 PG 347

After Recording Please Return to:
Premiere Asset Services
Attn: Jennifer Presley
8480 Stagecoach Circle
MAC x3800-03C
Frederick, MD 21701

LIMITED POWER OF ATTORNEY

U.S. Bank National Association, as Trustee, having an address at 1 Federal St., Corporate Trust, 3rd Floor, Boston, MA 02110, hereby constitutes and appoints Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc. and in its name, aforesaid Attorney-in-Fact, by and through any officer appointed by the Board of Directors of Wells Fargo Bank, NA, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the Items (1) through (4) below; provided however, that the documents described below may only be executed and delivered by such Attorneys-in-Fact if such documents are required or permitted under the terms of the related servicing agreements and no power is granted hereunder to take any action that would be adverse to the interests of the Trustee. This Power of Attorney is being issued in connection with Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc.'s, responsibilities to service certain mortgage loans (the "Loans") held by U.S. Bank National Association in its capacity as Trustee. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt and other forms of Security Instruments (collectively the "Security Instruments") and the Notes secured thereby.

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by U.S. Bank National Association, as Trustee, and to use or take any lawful means for recovery by legal process or otherwise.
2. Transact business of any kind regarding the Loans, and obtain an interest therein and/or building thereon, as U.S. Bank National Association, as Trustee's act and deed, to contact for, purchase, receive and take possession and evidence of title in and to the property and/or to secure payment of a promissory note or performance of any obligation or agreement.
3. Execute bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the Borrowers and/or the Property, including but not limited to the execution of releases, satisfactions, assignments, and other instruments pertaining to mortgages or deeds of trust, and

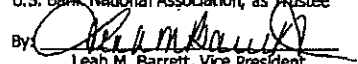
LIBER4 0394 46348

execution of deeds and associated instruments, if any, conveying the Property, in the interest of U.S. Bank National Association, as Trustee.

- 4. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.

Witness my hand and seal this 30th day of April, 2008.


 Witness: Natalia Gutierrez

U.S. Bank National Association, as Trustee
 By: 
 Leah M. Barrett, Vice President


 Witness: Christine Skallotis

By: 
 Lorie October, Vice President


 Attest: Beth Nally, Assistant Vice President

ACKNOWLEDGMENT

State of Massachusetts
 County of Suffolk

On this 30th day of April, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Beth Nally, Leah M. Barrett and Lorie October personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Assistant Vice President, Vice President and Vice President, respectively of U.S. Bank National Association, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

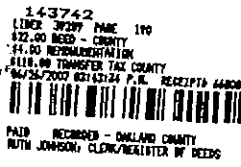
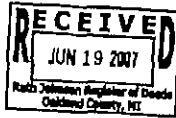
WITNESS my hand and official seal.

Signature: 
 Helen Mentavlos
 My commission expires: 07/11/2014

(SEAL)



LIBR39289 PG190



143046FD1 Foster - FC D

SHERIFF'S DEED ON MORTGAGE SALE MATTHEW J. CHODAK

This Indenture Made this 19th day of June, A.D. 2007, between, Deputy Sheriff (read for Oakland County, Michigan, whose address is 1100 N Telegraph Rd, Pontiac, Michigan 48241-1000, party of the first part, and U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificate, Series 2006-BCA71, whose address is 1478 Pine View Blvd, Farm Hills, MO 63121-1700, party of the second part (hereinafter called the grantor).

WITNESSETH, That Whereas a certain mortgage made by Matthew J. Foster, A Single Woman, original mortgage(s) in Michigan Electronic Registration Systems, Inc., as trustee for lender and lender's successors and/or assigns, Mortgage, dated August 21, 2006, and recorded on September 28, 2006 in Liber 31178 on Page 211, and assigned by said Mortgage to U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificate, Series 2006-BCA71, as assignee by an assignment dated May 15, 2007 recorded on May 22, 2007 in Liber 39160 on Page 383, in Oakland County, Michigan and

WHEREAS, said mortgage contained a power of sale which has become operative by reason of a default in the condition of said mortgage; and WHEREAS, an suit or proceedings at law or in equity have been instituted to recover the debt secured by said mortgage or any part thereof; and

WHEREAS, by virtue of said power of sale, and pursuant to the statute of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in said mortgage, that the said premises, or some part of them, would be sold at 10:00 AM on the 19th day of June, A.D. 2007, at the first floor Main entrance to the Court House in Pontiac, Michigan, that being the place of holding the Circuit Court for Oakland County where the premises are situated and

WHEREAS, pursuant to said notice I did, at on the day last aforesaid, expose for sale at public vendue the said lands and tenements hereinafter described, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of Ninety-Nine Thousand Nine Hundred Thirty-Five And 21/100 Dollars (\$99,935.21), that being the highest bid therefore and the grantee being the highest bidder; and

WHEREAS, said lands and tenements are situated in the City of Pontiac, Oakland County, Michigan, more particularly described in exhibit A, attached and commonly known as: 437 Thors St

Property Tax Parcel ID 14-22-452-013 This property may be located within the vicinity of farmland or a farm operation. Generally, accepted agricultural and management practices, which may generate noise, dust, odors, and other associated conditions, may be used and are protected by the Michigan right to farm act.

Now, this Indenture Witnesseth, That I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain and sell unto the grantee, his successors and assigns, forever, all the estate, right, title and interest, which the said Mortgage(s) had in said land and tenements and every part thereof, on the 1st day of August A.D. 2006, that being the date of said mortgage, or at any time thereafter, to have and to hold the said lands and tenements and every part thereof to the said grantee, his successors and assigns forever, to their sole and only use, benefit and behoof forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could or ought to sell the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the date and year first above written.

MATTHEW J. CHODAK

Deputy Sheriff In and for the County of Oakland

STATE OF MICHIGAN COUNTY OF OAKLAND

On this 19th day of June, A.D. 2007, before me, a Notary Public in and for said County of Oakland came a Deputy Sheriff of said County, known to me to be the individual described in and who executed the above conveyance, and who acknowledged that he executed the same to be his free act and deed as such Deputy Sheriff.

Notary Public, Oakland County, Michigan My commission expires: Acting in the county of Oakland

THIS INSTRUMENT IS EXEMPT FROM MICHIGAN TRANSFER TAX UNDER MCL 207.52(4).



O.K. - KB

USER39289 PG: 91

143046F01 Foster - FC D


Exhibit A - Property Description

Lot 21, Herrington Hills Subdivision, as Recorded in Liber 80, Pages 21 and 22 of Plat, Oakland County Records.

80021

LIBER 36119 PG 670

238167
 LIBER 34117 PAGE 470
 \$10.00 DEER - COMBINED
 \$6.00 REDEMPTION
 08/23/2005 11:13:48 A.M. RECEIPT# 93453



PAID RECORDED - OAKLAND COUNTY
 RUTH JOHNSON, CLERK/REGISTER OF DEEDS

QUIT CLAIM DEED - (INDIVIDUAL)

CASE NUMBER: 7E-024449

Know all persons by these presents; that Sharmelle McNeal Personal Representative of the Estate of Almarita Foster, deceased whose Death certificate is attached hereto for recording recorded in Liber 25368 Page 162 o.c.r. whose address is 437 Thors Ct., Pontiac, Michigan 48342

Wilson Title Agency, LLC

quit claim(s) to Sharmelle Deniece Foster
 whose street number and post office address is 437 Thors Ct., Pontiac, Michigan 48342

the following described premises situated in Pontiac, County of Oakland, State of Michigan, to wit:

Land situated in the City of Pontiac, Oakland County, State of Michigan described as follows:

Lot 21 Herrington Hills Subdivision, according to the plat thereof as recorded in liber 80 of plats, page 21 and 22, Oakland County Records.

Parcel Identification: 14-22-452-013

Commonly known as: 437 Thors Ct., Pontiac, Michigan 48342

PARCEL ID: 14-22-452-013

for the full consideration of \$00/100 (\$), subject to existing building and use restrictions, easements and zoning ordinances of record, if any.

Dated: August 12, 2005

80021

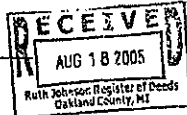
lp
RE
WIL

Signed and delivered in the presence of:

Witness

Sharmelle McNeal
 Sharmelle McNeal, Personal Representative for
 The Estate of Almarita Foster, deceased, whose
 Death certificate is attached hereto for recording
 recorded in Liber 25368
 page 162 o.c.r.

Witness



STATE OF Michigan
 COUNTY OF Oakland

On this 12th day of, August, 2005, before me personally appeared, Sharmelle McNeal Personal Representative of the Estate of Almarita Foster, deceased whose Death certificate is attached hereto for recording in me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that she executed the same as (free act and deed. # recorded in Liber 25368 page 162 o.c.r.

JAMES O. BASHAWES
 CLERK PUBLIC OAKLAND CO., MI
 COMMISSION EXPIRES JAN 28, 2009
James O. Bashawes
 Notary Public James O. Bashawes
 Oakland County
 My commission expires on: 1-28-2009

O.K. - KB

Instrument drafted by: Sharmelle Foster 437 Thors Ct. Pontiac, MI 48342	When recorded return to: Sharmelle Foster 437 Thors Ct. Pontiac, MI 48342
--	--

Approved, SCAO

LIBER 36119 PG 680

OSM CODE: LET

STATE OF MICHIGAN
PROBATE COURT
COUNTY OF OAKLAND

LETTERS OF AUTHORITY FOR
PERSONAL REPRESENTATIVE

FILE NO.

2002 282,905-DE

Estate of ALMARITA FOSTER

Deceased

To:

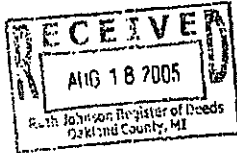
Name, address, and telephone no.
SHARMELLE FOSTER
437 THORS CT
PONTIAC, MI 48342

You have been appointed and qualified as personal representative of the estate on August 16, 2005

You are authorized to do and perform all acts authorized by law except as to the following:

- Real estate or ownership interests in a business entity excluded from your responsibilities in your acceptance of appointment
- Restrictions and limitations:

Wilson Title Agency, LLC



238172
LIBER 36119 PAGE 680
\$13.00 MISC RECORDING
\$4.00 REMUNERATION
08/23/2005 11:13:59 A.M. RECEIPT# 93453
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

20
R
Wil

These letters expire: February 16, 2006

August 16, 2005
Date

Ruth Johnson
Judge (formal proceedings) / Register (informal proceedings)

Bar no.

SEE NOTICE OF DUTIES ON SECOND PAGE

Attorney name (type or print) _____ Bar no. _____
 Address _____
 City _____ State _____ Zip _____ Telephone no. _____

I certify that I have compared this copy with the original on file and that it is a correct copy of the original, and on this date, these letters are in full force and effect.

08/16/2005
Date

Brenda Chutland
Deputy register

Do not write below this line - For court use only

7E-024449
2005 AUG 16 PH 2:40
-ncpc-est-ty-
BCK

FILED

O.K. - KB

Deputy Register of Probate

PC 572 (902) LETTERS OF AUTHORITY FOR PERSONAL REPRESENTATIVE

MCL 700.3103, MCL 700.3307, MCL 700.3414,
MCL 700.3504, MCL 700.3601,
MCR 5.202, MCR 5.206, MCR 5.307, MCR 5.310

LIBER 36.1: 1:9 PG 68.1:

LEGAL DESCRIPTION RIDER

7E-024449

Land situated in the City of Pontiac, Oakland County, State of Michigan described as follows:

Lot: 21 Herrington Hills Subdivision, according to the plat thereof as recorded in liber 80 of plats, page 21 and 22, Oakland County Records.

Parcel Identification: 14-22-452-013

80021

Return to: Shermelle Foster
437 Thors Ct.
Pontiac, MI 48342

89 063654
 Lawyers Title Insurance Corporation (Ltr 10885447) Form 567 4-71
 QUIT CLAIM DEED - Summary Form
 CL 1946, MCL 197, M.S.A. 4137

KNOW ALL MEN BY THESE PRESENTS: That ALMARITA FOSTER, A SINGLE WOMAN

whose address is 437-THORS STREET PONTIAC, MICHIGAN 48057

Owns Claim(s) to ALMARITA FOSTER AND SHARRELLE DENEICE FOSTER, HER DAUGHTER

whose address is 437-THORS STREET PONTIAC, MICHIGAN 48057

the following described premises situated in the CITY of PONTIAC
 County of OAKLAND and State of Michigan, to-wit:

① LOT # 21 HERRINGTON HILLS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS
 RECORDED IN LIBER 80 OF PLATS, PAGE 21 AND 22, OAKLAND COUNTY RECORDS.

14-22-452-013

80021

N/A 437-THORS STREET PONTIAC, MICHIGAN 48057

8892 REG/DEEDS FRIE
 0001 MVA/03/89 05101PM
 5062 DEEDS 5.00

for the full consideration of ONE DOLLAR AND NO/100 (\$1.00)

Given this 2nd day of MAY 1989

Witnesses:

Willie T. Alexander
 ALBERT T. ALEXANDER
Lillie B. Alexander
 LILLIE B. ALEXANDER

Signed and Sealed:

Almarita Foster (L.S.)
 ALMARITA FOSTER
 _____ (L.S.)
 _____ (L.S.)

STATE OF MICHIGAN
 COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 2nd day of MAY 1989

by ALMARITA FOSTER A SINGLE WOMAN

My commission expires

9-25-1991

Notarized by ALBERT T. ALEXANDER

Willie T. Alexander
 ALBERT T. ALEXANDER
 Notary Public, OAKLAND, County, Michigan
 377 ORCHARD LAKE PONTIAC, MICHIGAN 48053

Recording Fee _____

State Transfer Tax _____

Tax Parcel # _____

When recorded return to GRANTER

Send subsequent tax bills to _____

10885443

STATE OF MICHIGAN 063653
RECEIVED FOR FILING
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

ALMARITA FOSTER, ARNETT, P231
Plaintiff,

vs. DEPUTY COUNTY CLERK
RANDOLPH FOSTER,
Defendant.

CASE NO: 88-359 255 DO
HON. JOHN M. O'BRIEN
8492 REG/DEEDS FRIU
0381 MAY.03-09 07:11PM
5062 MISC 11.00

GAIL F. CAAR, P-34862
Attorney for Plaintiff
486 Orchard Lake Road
Farmington Hills, Michigan 48053
(313) 324-1887

A TRUE COPY
LYNN D. ALLEN
Clerk of Circuit Court - Register of Deeds
[Signature]

DEFAULT JUDGMENT OF DIVORCE

At a session of said Court, held in the Courthouse in the City of Pontiac, Oakland County, State of Michigan on **APR 13 1989**

PRESENT: HONORABLE CIRCUIT COURT JUDGE JOHN M. O'BRIEN

This cause having come on to be heard upon the Complaint for Divorce filed herein by ALMARITA FOSTER (ARNETT), Plaintiff having been represented by counsel, and the default of the Defendant having been entered, and proofs having been taken in open Court and the Court being fully advised in the premises:

NOW, THEREFORE, upon Motion having been duly made, it is hereby adjudged as follows:

DIVORCE

IT IS HEREBY ORDERED AND ADJUDGED, and this Court by virtue of the authority vested herein and pursuant to the statute in such case made and provided, DOETH ORDER AND ADJUDGE that the marriage between said parties be dissolved and the same is hereby dissolved and a divorce from the bonds of matrimony between the said parties is hereby ORDERED AND ADJUDGED.

LAW FIRM OF
MATCHETT,
DEWALT, MATCHETT
& WALL
486 ORCHARD LAKE AVE.
PONTIAC, MICHIGAN
FEDERAL 4-1587

*Let: Almarita Foster
487 Orchard St.
Pontiac, Mi 48057*

[Signature]

UM10885444

DOWER AND INCHOATE RIGHTS

IT IS FURTHER ORDERED AND ADJUDGED that each of the parties has received certain property in accordance with the terms of the property settlement in lieu of the respective dower and/or inchoate rights in the real estate of each party which they now hold or may hereafter acquire and that such property after the effective date of this Judgment shall be held by each of the respective parties free, clear, and discharged from any dower rights or any other inchoate rights, claims or interests of the other party.

STATUTORY INSURANCE PROVISION

IT IS FURTHER ORDERED AND ADJUDGED that any rights of either party herein in any property or contract of life, endowment or annuity insurance of the other, as beneficiary, are hereby extinguished unless specifically preserved by this Judgment of Divorce.

ALIMONY

IT IS FURTHER ORDERED AND ADJUDGED that all of Plaintiff's rights as to alimony are herein preserved.

PROPERTY SETTLEMENT

IT IS FURTHER ORDERED AND ADJUDGED that the Plaintiff shall receive as her sole and separate property the marital home located at 487 Thora, Pontiac, Michigan 48057, free and clear of any claim of Defendant, and further that Plaintiff shall be responsible for the taxes and encumbrances thereon and hold Defendant harmless therefrom, and Defendant shall execute a Quit Claim Deed relinquishing all of his right, title and interest in regard to same to the Plaintiff herein.

LAW FIRM OF
MATCHETT,
DEWALT, MATCHETT
& HALL
4880 CHAMBERLAIN AVE
PONTIAC MICHIGAN
48057
FEDERAL 4-1807

SW 10335 585

88 34853

VA Form 28-429 a - OCT 1985
Section 1820, Title 38, U.S.C.

SPECIAL
WARRANTY DEED

29-4-001.103.1

MICHIGAN

THIS INDENTURE, Made this 11th day of January, 1988, between the Administrator of Veterans Affairs, an Officer of the United States of America; whose address is Veterans Administration, Washington, D.C. 20420, hereinafter called Grantor, and Randolph Foster and XXXXXXXXXXXXXXXXXX and Almarita Foster, spouse, whose address is 437 Thors, Pontiac, MI 48057 hereinafter called Grantee(s):

WITNESSETH, That Grantor, for and in consideration of the sum of ten dollars (\$10.00) paid by Grantee(s), the receipt whereof is acknowledged, and other valuable consideration, hereby grants, bargains, sells, remises, releases, alien, and confirms unto Grantee(s) and the heirs and assigns of Grantee(s), FOREVER, all the following land, situated in the City of Pontiac, Oakland County, Michigan, and particularly described as follows:

Lot 21 Herrington Hills Subdivision, according to the plat thereof as recorded in Liber 80 of Plats, pages 21 and 22, Oakland County Records.

① Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining: TO HAVE AND TO HOLD the said property, as herein conveyed and transferred, with the appurtenances unto the said Grantee(s), and to the heirs and assigns of Grantee(s), FOREVER. Grantor covenants with Grantee(s) and the heirs of successors and assigns of Grantee(s) to warrant and defend the title to said property against the claims of any and all persons claiming or to claim the same or any part thereof by, through or under Grantor, except the acts or omissions of persons other than GRANTEE(S) / SEE / NEEDS / PAID / 0084 MAR 14 '88 03:10PM / 80021 / 5.00, the date of a certain land contract in fulfillment of which this 80354 22895

IN WITNESS WHEREOF, GRANTOR, on the day and year first above written, has caused this instrument to be signed and sealed in his/her name and on his/her behalf by the undersigned, being thereunto duly appointed, qualified and acting pursuant to sections 212 and 1820 of Title 38, U.S. Code, and sections 36:4342 or 38:4520 of Title 38 of the Code of Federal Regulations, pursuant thereto, as amended, and who is authorized to execute this instrument.

Signed, Sealed, and Delivered in Presence of:

THE ADMINISTRATOR OF VETERANS AFFAIRS

Evelyn Anderson
EVELYN ANDERSON

By S. G. Brown (SEAL)
TITLE: S. G. BROWN
Loan Guaranty Officer

Elzonda Mendham
ELZONDA MENDHAM

VETERANS ADMINISTRATION REGIONAL OFFICE
477 MICHIGAN AVENUE
DETROIT, MI 48226

STATE OF MICHIGAN
County of WAYNE

Tax Exempt: Sec 5(h)(i)
Act No. 67, P.A. 1969

On this 11th day of January, 1988, before me, a Notary Public in and for said County, personally appeared S. G. Brown to me known to be

the person who executed the foregoing instrument, who being duly sworn, did say that he/she is Loan Guaranty Officer (TITLE) of the Veterans Administration, and that said instrument was signed and sealed by affiant in behalf of the Administrator of Veterans Affairs and affiant acknowledged that he/she executed the same as the free act and deed of said Administrator.

RETURN TO: Grantee(s)

Evelyn Anderson
Notary Public

(44) 11-22-452-013
Tax Parcel No. 64-64700-00210

EVELYN ANDERSON
Notary Public, Wayne County, MI
My Commission Expires July 22, 1992

DRAFTED BY: FRANKLIN HINSHAW,
Attorney
Office of District Council
477 Michigan Avenue
Detroit, MI 48226

WARRANTY DEED LIBER 4681 PAGE 694 65 5234
STATUTORY FORM

KNOW ALL MEN BY THESE PRESENTS: That PHILIP STEPHEN TSCHIRHART and CAROL E. TSCHIRHART, his wife, whose address is Route 2, Cheboygan, Michigan, County of Cheboygan, State of Michigan, do hereby Grant, Convey and Warrant to ADMINISTRATOR OF VETERANS' AFFAIRS, an Officer of the United States, and his successors in office, whose street number and postoffice address is Washington 25, D. C., City of Washington, District of Columbia, the following described premises situated in the City of Pontiac, County of Oakland, and State of Michigan, to-wit:

LOT TWENTY ONE (21) HERRINGTON HILLS SUBDIVISION, a part of the Southeast Quarter of Section 22, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, according to the plat thereof as recorded in Liber 80 of Plats, pages 21 and 22, Oakland County Records.

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1860

together with all and singular the tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining, unto the said ADMINISTRATOR OF VETERANS' AFFAIRS, his heirs and assigns forever, for the sum of \$1,000.00 (one thousand dollars) and other valuable considerations;

Dated this 23rd day of November 1964
Signed in the presence of: Signed by:

Vera L. Kirkbride
Vera L. Kirkbride
Herold A. Kirkbride
Philip Stephen Tschirhart
Philip Stephen Tschirhart
Route 2
Cheboygan, Michigan
Carol E. Tschirhart
Carol E. Tschirhart
Route 2
Cheboygan, Michigan

STATE OF MICHIGAN
County of Cheboygan
On this 23rd day of November 1964 before me personally appeared PHILIP STEPHEN TSCHIRHART and CAROL E. TSCHIRHART, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My Commission expires March 24 1968
Vera L. Kirkbride Notary Public, Cheboygan County, Michigan
Drafted by: Thomas E. Owen, 800 First National Building, Detroit 26, Michigan
County Treasurer's Certificate
City Treasurer's Certificate

50
1595
54668
RECORDS & DOCUMENTS
JAN 25 1965
METER

When recorded return to:
Thomas E. Owen
800 First National Bldg.
Detroit 26, Michigan
Recording Fee: 2.00
U.S. Rev. Stamp: 15.40
Drafted by:
Business address:
*See note on P.L. 1963, No. 150, on reverse side.

MAKE YOUR RE...
JAN 25 1965

LIBER 4681 PAGE 694

Richard A. Coleman, a single man,
as to
Herrington Hills Subdivision.

See also
Protective Covenants.
Liber 3401, Page 243,
Oakland County Records.
Dated August 16, 1955.
Acknowledged September 9, 1955.
Recorded September 13, 1955.
Register No. 61619.

*Restrictions indicating a preference, limitation or
discrimination based on race, color, religion, sex, handicap,
ancestral status, or national origin are hereby deleted to the
extent such restrictions violate 42 USC 3604(c).*

PART A. PREAMBLE. This Declaration, made this 16th day of August, 1955, by Richard A. Coleman, a single man, land contract vendee, hereinafter called the Declarant, Witnesseth: Whereas, Declarant is purchasing the real property described below under land contract from Edward Shaw Company, a Michigan corporation, the fee titleholder, and is desirous of subjecting the real property described below to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof; Now, therefore, said Declarant hereby declares that the real property described below is and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the City of Pontiac, State of Michigan, and is more particularly described as follows, to-wit: Herrington Hills Subdivision, a part of the southeast quarter of Section 22, town 3 north, range 10 east, City of Pontiac, Oakland County, Michigan, as recorded in Liber 80, Page 21 and 22, Oakland County Register of Deeds Office. No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

GENERAL PURPOSES OF CONDITIONS

The real property described is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

PART B. AREA OF APPLICATION. The residential area covenants in part C in their entirety shall apply to lots numbered 1 through 379 of Herrington Hills Subdivision.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE.

No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than a detached one-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

C-2. ARCHITECTURAL CONTROL.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee

Cont'd

as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D. C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$8,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story house with a basement nor less than 650 square feet on ground floor and 325 square feet for second floor living area for a one and one-half story dwelling with a basement.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. The sum of both side yards of an interior lot where the garage is detached shall be not less than 14 feet. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer to a street than above provided, but not nearer than 25 feet to any street line, where in the opinion of said committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided, but not nearer than 15 feet to any street line.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5000 square feet.

C-6. EASEMENTS. Easements for planting screens and installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, except for signs used by a builder to advertise the property during the construction and sales period.

C-10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred

or maintained for any commercial purpose.

C-12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary conditions.

C-15. PROTECTIVE SCREENING. Protective screening areas are established as shown on the recorded plat, including a ten foot strip of land on the residential lots along the Grand Trunk Railway right-of-way; and Featherstone Road Lot #12 to Lot #3 inclusive. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences or walls shall be maintained throughout the entire length of such area by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

C-16. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The architectural control committee is composed of Richard A. Coleman until September 1, 1958 or until he resigns or in event of his death, whichever date is sooner, at which time a majority of the propertyowners may elect a committee. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS

E-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Signed and acknowledged on September 9, 1955 also by Edward Shaw Company, a Michigan Corporation, the fee titleholder, by Norman Weisman, President and Cyril J. Armstrong, Secretary.

Executed by the authority of its Board of Directors.

80-242a

Edward Shaw Company, a Michigan Corporation; Maurer-Neafie Corporation, a Michigan Corporation; Michael Wartell and Mary Wartell, his wife, Kuhn-Boyd Corporation, a Michigan Corporation; D & R Building Corporation, a Michigan Corporation; Eckman-Dudley Corporation, a Michigan Corporation; R. C. M. Building Company, a Michigan Corporation; Bay-Moore Corporation, a Michigan Corporation; Northtown Construction Company, a Michigan Corporation; The Detroit Bank, a Banking Corporation; and Fred R. Kissling, a single man; as to Herrington Hills Subdivision.

Modification of Protective Covenants. Liber 3459 Page 124, Oakland County Records. Dated December 19, 1955. Acknowledged December 20, 1955. Acknowledged December 21, 1955. Acknowledged December 22, 1955. Recorded December 22, 1955. Register No. 87125.

*Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby declared to be void under such restrictions violate 42 USC 3604c.

Whereas on August 16, 1955, Richard A. Coleman, land contract vendee of the following described premises, to wit: "Herrington Hills Subdivision", a part of the southeast quarter of Section 22, town 3 north, range 10 east, City of Pontiac, Oakland County, Michigan, recorded in Liber 80, Pages 21 and 22 of Plats, Oakland County Records;

subjected said premises to certain building restrictions and protective covenants as recorded in Liber 3401 on Page 243 and Liber 3407, Page 246, Oakland County Records; and

Whereas it is the desire of the present parties in interest to modify said protective covenants and restrictions to permit the use of certain lots for school purposes, and

Whereas the parties hereinafter named are owners, vendees under land contracts, mortgagees or other interests in the following described lots in "Herrington Hills Subdivision", to wit:

1. Edward Shaw Company, a Michigan Corporation, Lots 1 to 379, both inclusive.
2. Maurer-Neafie Corporation, a Michigan Corporation, and Michael Wartell and Mary Wartell, his wife, - Lots 1 to 12 both inclusive, 14 to 26, both inclusive, 37 to 60, both inclusive, 118 to 189, both inclusive, and 190 to 201, both inclusive.
3. Kuhn-Boyd Corporation, a Michigan Corporation, and D & R Building Corporation, a Michigan Corporation, - Lots 221 to 266, both inclusive, 338 to 372, both inclusive.
4. Eckman-Dudley Corporation, a Michigan Corporation, and R. C. M. Building Company, a Michigan Corporation - Lots 27 to 36, both inclusive Lots 61 to 117, both inclusive, and 202 to 211, both inclusive.
5. Bay-Moore Corporation, a Michigan Corporation, and Northtown Construction Company, a Michigan Corporation, - Lots 212 to 220, both inclusive, 267 to 337 both inclusive, and 373 to 379, both inclusive.
6. The Detroit Bank, a Banking Corporation - Lots 331 and 332,
7. Fred R. Kissling, Lot 13.

Now therefore, in consideration of the mutual benefits and other valuable considerations to the respective parties hereto,

IT IS AGREED AS FOLLOWS:

That part (b) of said protective covenants be modified and amended to read as follows:

Part (b) AREA OF APPLICATION. The residential area covenants in Part (b) in their entirety shall apply to lots numbered 1 through 379 of Herrington Hills Subdivision, excepting lots 208, 209, 210 and 211 of said subdivision, which may be used for school purposes.

Edward Shaw Company signed and acknowledged by Norman Weisman, President and Cyril J. Armstrong, Secretary.

Executed by the authority of its Board of Directors.

Maurer-Neafie Corporation signed and acknowledged by Richard A. Coleman (who acknowledged as President) and Harold R. McKim, (who acknowledged as Secretary). Executed by the authority of its Board of Directors.

Kuhn-Boyd Corporation signed and acknowledged by Richard A. Coleman, (who acknowledged as President) and Harold R. McKim, (who acknowledged

**School*

Richard A. Coleman, Vendee, and
Edward Shaw Company, Vendor,
as to
Herrington Hills Subdivision,
a part of the southeast quarter
of Section 22, town 3 north,
range 10 east, City of Pontiac,
Oakland County, Records.

80-211-22
Addenda to Protective Covenants.
Liber 3407, Page 246,
Oakland County Records.
Dated September 19, 1955.
Acknowledged September 19, 1955.
Recorded September 22, 1955.
Register No. 64327.

This addenda is to become a part of the protective covenants covering the above captioned subdivision which were dated August 16, 1955, and are in full force and effect. The following shall be added thereto and become a part thereof and shall supersede anything to the contrary previously contained therein.

C-4a. Building Location: No building shall be located on any lot nearer than 25 feet to any side street line, except on those corner lots which are back to back, in which instance the set back from the side street line shall be 15 feet, and the required garage set back on said corner lots shall conform to the above dwelling set back, as the case may be.

Signed and acknowledged by Norman Weisman, President, and Cyril J. Armstrong, Secretary.

Executed by authority of its Board of Directors.

*Restrictions indicating a preference, limitation or
discrimination based on race, color, religion, sex, handicap,
familial status, or national origin are hereby deleted to the
extent such restrictions violate 42 USC 3604(f).

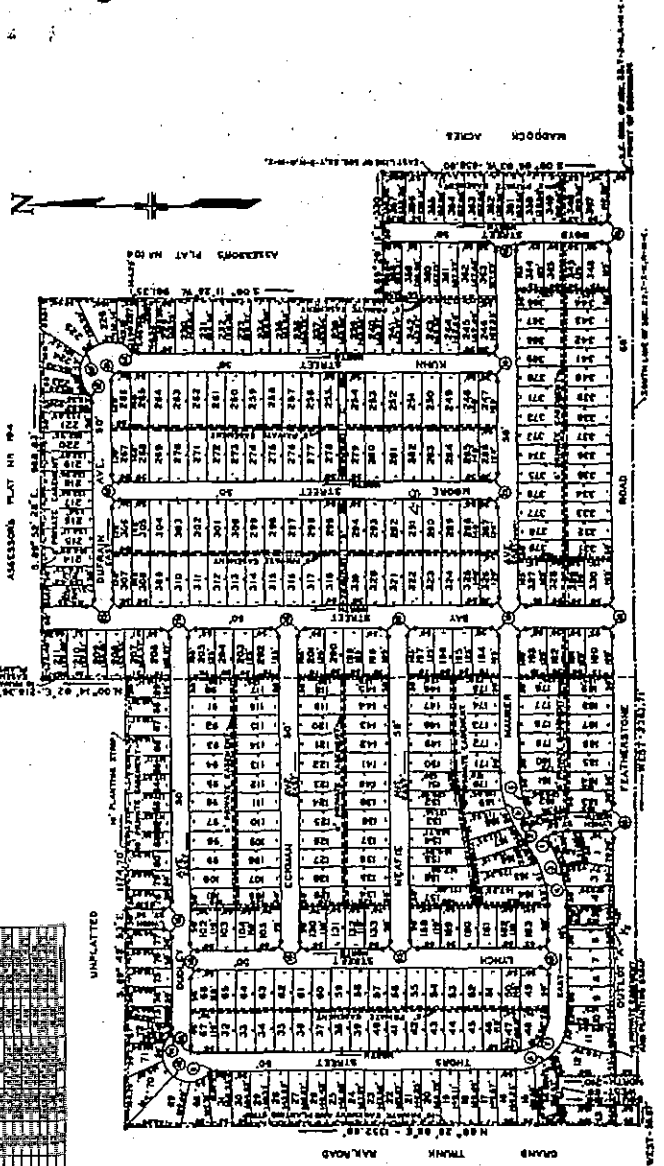
"HERRINGTON HILLS SUB."

A PART OF THE S.E. 1/4 OF SEC. 22, T-3-N, R-10-E.
CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN.

BLOCK NO.	CURVE DATA		AREA	PERCENTAGE	MARKING
	CHORD	ANGLE			
1	100.00	90.00	100.00	100.00	...
2	100.00	90.00	100.00	100.00	...
3	100.00	90.00	100.00	100.00	...
4	100.00	90.00	100.00	100.00	...
5	100.00	90.00	100.00	100.00	...
6	100.00	90.00	100.00	100.00	...
7	100.00	90.00	100.00	100.00	...
8	100.00	90.00	100.00	100.00	...
9	100.00	90.00	100.00	100.00	...
10	100.00	90.00	100.00	100.00	...

SCALE - 1" = 100'

NOTE:
ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
CURVE DISTANCES ARE GIVEN AS A PERCENTAGE OF CHORD.
ALL OF CURVE DATA IS ASSUMED THAT THE CENTER IS INTERIOR UNLESS NOTED OTHERWISE.



SHEET 1 OF 2

47 COPY 0822185

" HERRINGTON HILLS SUB."
A PART OF THE S.E. 1/4 OF SEC. 22, T-34N, R-10-E,
CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN.

MADE 12-20-57

RESOLUTION
WHEREAS the Board of Commissioners, City of Pontiac, Michigan, has approved the plan for the subdivision of the above described land...

RESOLVED that the Board of Commissioners of the City of Pontiac, Michigan, do hereby approve the plan for the subdivision of the above described land...

RESOLVED that the Board of Commissioners of the City of Pontiac, Michigan, do hereby approve the plan for the subdivision of the above described land...

NOTE.
ALL REQUIREMENTS OF THE CITY OF PONTIAC, MICHIGAN, AND ALL NECESSARY STATE AND FEDERAL LAWS HAVE BEEN FULLY COMPLIED WITH...

APPROVAL BY BOARD OF COUNTY AUDITORS
I hereby certify that I have examined the plans and found them to conform with the requirements of the Public Health Act...

APPROVAL BY BOARD OF COUNTY AUDITORS
I hereby certify that I have examined the plans and found them to conform with the requirements of the Public Health Act...

DALLAS COUNTY TREASURER CERTIFICATE
I, DAVID H. STANLEY, Treasurer of Dallas County, Texas, do hereby certify that the above described land is located within the boundaries of Dallas County, Texas...

DAKOTA COUNTY TREASURER CERTIFICATE
I, DAVID H. STANLEY, Treasurer of Dakota County, North Dakota, do hereby certify that the above described land is located within the boundaries of Dakota County, North Dakota...

APPROVED BY DALLAS COUNTY CLERK
I, DAVID H. STANLEY, Clerk of Dallas County, Texas, do hereby certify that the above described land is located within the boundaries of Dallas County, Texas...

DESCRIPTION OF LAND SITES
The land described in this instrument is situated in the City of Pontiac, Oakland County, Michigan, and is more particularly described as follows...

36660

copy
of this instrument
is being filed
in the office
of the
County Clerk
of Oakland County, Michigan

copy
of this instrument
is being filed
in the office
of the
County Clerk
of Dallas County, Texas

copy
of this instrument
is being filed
in the office
of the
County Clerk
of Dakota County, North Dakota